

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

CT102 LLC d/b/a Metro Motors and H. Jeffrey Baker	)	
<i>Plaintiffs,</i>	)	
	)	
vs.	)	C.A. No. 1:20-cv-356-MSM-PAS
	)	
Automotive Finance Corporation d/b/a AFC; NextGear	)	
Capital, Inc.; Southern Auto Sales, Inc., AUTOTEC,	)	
LLC d/b/a AUTOACCESS, LLC; Manheim, Inc. and	)	
ADESA, Inc.,	)	
<i>Defendants.</i>	)	

**DEFENDANT NEXTGEAR CAPITAL, INC.'S**  
**SUPPLEMENTAL LR CV 9.1 NOTICE OF RELATED ACTIONS OR PROCEEDINGS**

Pursuant to LR cv 9.1 of the Local Rules for the United States District Court for the District of Rhode Island, Defendant NextGear Capital, Inc. (“NextGear”) hereby supplements its LR cv 9.1 notice of October 23, 2020 [Doc. 27] regarding the following related and pending action (the “Notice”):

*NextGear Capital, Inc. v. CT102 LLC d/b/a JD Byrider of New Haven and Metro Motors, and Herman Jeffrey Baker*, Trial Court Cause No. 29C01-1809-CC-008218, Hamilton County Circuit Court in Hamilton, Indiana (the “Indiana Action”).

On September 4, 2018, NextGear, as plaintiff, commenced the Indiana Action against CT102 LLC d/b/a JD Byrider and Metro Motors (“CT102”) and Herman Jeffrey Baker (“Baker”), as defendants, for breach of contract, breach of guaranty, and conversion. See also NextGear’s Motion to Dismiss [Doc. 28]. NextGear’s claims in the Indiana Action arose out of the “Demand Promissory Note and Loan and Security Agreement” executed by Baker on behalf of CT102 on January 31, 2014 and the “Individual Guaranty” executed by Baker on January 31, 2014 for the “Demand Promissory Note and Loan and Security Agreement.” Id.

On October 22, 2019, the Indiana Circuit Court granted summary judgment in the Indiana

Action in favor of NextGear against CT102 and Baker on the breach of contract claims. Id. Baker and CT102 appealed the Indiana Circuit Court's order in the Indiana Action to the Court of Appeals of Indiana captioned as *Herman Jeffrey Baker CT102 LLC v. NextGear Capital, Inc.* Cause No. 19A-CC-02960. On June 19, 2020, the Indiana Court of Appeals entered a Memorandum of Decision upholding the judgment on liability as a matter of law in the Indiana Action, *inter alia*, that CT102 and Baker breached the contracts. The Indiana Court of Appeals then remanded the Indiana Action to the Indiana Circuit Court for an evidentiary hearing on the damages owed by CT102 and Baker to NextGear.

The evidentiary hearing took place on October 6, 2020. On October 15, 2020, the trial court entered its order on damages and awarded NextGear "actual damages for breach of contract" against that CT102 and Baker, jointly and severally, in the amount of \$205,494.11. Exhibit 1; see also [Doc. 28 at Exhibit E]. The trial court's order also held that NextGear was entitled to a further judgment for its attorneys' fees and expenses in an amount to be determined. The trial court likewise entered judgment in favor of NextGear and against CT102 and Baker on their counterclaims.

Thereafter CT102 and Baker appealed to the Court of Appeals of Indiana raising a single issue for appellate review concerning the business records exception to the rule against hearsay. See Exhibit 2. On March 19, 2021, the Court of Appeals of Indiana rejected CT102's and Baker's evidentiary arguments and affirmed the trial court's decision on the damages due and owing to NextGear.

*[intentionally blank; signatures follow]*

Respectfully submitted,

**DEFENDANT**  
**NEXTGEAR CAPITAL, INC.**

By its counsel,

/s/ Katharine E. Kohm

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*(pro hac vice motion to be filed)*

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Dated: March 23, 2020

**CERTIFICATE OF SERVICE**

I certify that the foregoing document was electronically filed with the Clerk of the Court on the 23th day of March and that it is available for viewing and downloading from the Court's CM/ECF system. All counsel of record for represented parties have been served by electronic means on the date this document was filed. All parties who are self-represented or whose counsel have not yet entered an appearance have been served by U.S. Mail, first class postage prepaid, and email on the date this document was filed.

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/s/ Katharine E. Kohm